

008455-000

COPY OF
FEDERAL MARITIME BOARD
AGREEMENT NO. 8455



SOUTH ATLANTIC PORTS ASSOCIATION

WHEREAS the parties hereto in consideration of the benefits, advantages and privileges to be derived from the formation of a cooperative working arrangement as permitted under Section 15 of the Shipping Act of 1916 as amended: and

WHEREAS the interests of the shipping public at ports on the South Atlantic Coast of the United States, as named in tariffs filed by parties hereto pursuant to this agreement, can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports for interstate and foreign water-borne traffic can be more adequately maintained by the formation of such a cooperative working arrangement; now, therefore,

The parties hereto associate themselves into an association to be known as "SOUTH ATLANTIC PORTS ASSOCIATION" hereinafter referred to as the Association and severally agree as follows:

1. To assess and collect all terminal rates and/or charges for or in connection with traffic handled by them within the scope of this agreement.

2. That with relation to such operations the Association and/or its individual members shall establish, maintain, publish and file tariffs containing just and reasonable rates, charges, classifications, rules, regulations and practices with respect to all terminal and accessorial services performed at their docks and marine terminals for or in connection with water-borne traffic; that said tariffs and all additions or supplements thereto and changes therein shall be filed with the Federal Maritime Board in accordance with the Shipping Act, 1916, as amended, and in accordance with the rules and regulations of the Federal Maritime Board, that they will not in any respect deviate from or violate any of the terms of said tariffs, and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly, illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

3. That no changes in said rates, charges, classifications, rules, regulations and practices shall be made without five (5) days prior notice of such proposed changes to members of the Association, who shall have opportunity for consultation relative to such changes and before publication thereof; provided, that nothing in this agreement shall be construed as limiting or affecting the right of individual parties hereto to take action independently of the Association in establishing or changing terminal rates and/or practices for its own account after such notice. Provided, however, that when one (1) or more party(s) gives notice of any such change the other parties, after having an opportunity for consultation, may make similar change, and changes for all parties so desiring shall be effective the same date.

4. To elect from their membership by a majority vote a Chairman who shall serve without compensation for one year or until his successor has been elected and installed.

5. Association meetings shall be held at the request of the Chairman or of any two members at places, dates, and hours to be mutually agreed upon by the parties hereto from time to time.

6. The Association may employ a tariff publishing agent and/or Secretary who shall, under the supervision and direction of the Association Chairman, act in behalf of the Association, or its individual members.

7. Such contributions as may be necessary to defray expenses of the Association shall be borne by the parties hereto in accordance with the proportions fixed by them from time to time.

8. By consent of the majority of all parties hereto, any responsible port terminal operator at said South Atlantic Ports, may hereafter become a party to this Agreement upon written acceptance of its terms and conditions and by affixing his signature to a counterpart hereof. Said agreement shall not become effective as to such additional party until written notice has been given by the Association to the Federal Maritime Board. The admission of any such terminal operator shall not be denied without just, and reasonable cause. Prompt advice of any such denial, together with full statement of the reasons therefor shall be furnished the Federal Maritime Board.

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9. Any party to this Agreement may withdraw from the Association at any time upon giving not less than thirty (30) days' written notice to the Association Secretary, and mailing a copy of such notice of withdrawal to the Federal Maritime Board.

10. All action under this agreement shall be by majority vote of the members, limited to one vote per membership, except as otherwise specifically provided in the Agreement. A quorum at all meetings of the Association shall consist of two-thirds of the members.

11. This Agreement shall not be amended or modified except by unanimous consent of all parties hereto.

12. This Agreement, or any modification thereof, shall not become effective until approved pursuant to Section 15 of the Shipping Act, 1916, as Amended.

13. This Agreement shall be executed in triplicate, two copies to be filed with the Federal Maritime Board, Washington, D. C., and one copy to be filed with the Secretary of the Association.

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In witness whereof the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.

Dated at Raleigh, N. C. this 24 day of April A.D.1960

NORTH CAROLINA STATE PORTS AUTHORITY

By A. L. Williams Title Executive Director

Dated at Wilmington, N. C. this 28 day of April A.D.1960

CHAMPION COMPRESS WAREHOUSE AND SPRUNT DOCKS
OWNED AND OPERATED BY THE SPRUNT CORPORATION

By A. J. Petty Title Manager

Dated at Charleston, S. C. this 26 day of April A.D.1960

SOUTH CAROLINA STATE PORTS AUTHORITY

By W. L. Dwyer Title General Traffic mgr

Dated at Savannah, Ga. this 28 day of April A.D.1960

GEORGIA PORTS AUTHORITY

By J. D. Hest Title Executive Director

Dated at Brunswick, Ga. this 28 day of April A.D.1960

BRUNSWICK PORT AUTHORITY

By J. W. R. R. R. Title General Manager

